

**TAB 2**

**APPENDIX A – NH 271 EXHIBITS**

**EXHIBIT 34**

# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

**STAMP AND RETURN**

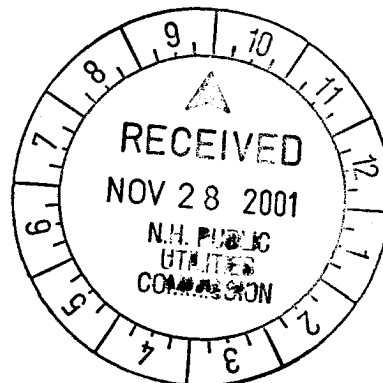
THE WASHINGTON HARBOUR  
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November 27, 2001

## **FEDERAL EXPRESS**

Thomas B. Getz  
Executive Director and Secretary  
New Hampshire Public Utilities Commission  
8 Old Suncook Road  
Concord, NH 03301



**Re: Verizon New Hampshire Section 271 Filing, Docket No. DT 01-151; CTC's Reply Declaration**

Dear Mr. Getz:

Enclosed for filing in the above-referenced proceeding are an original and 8 copies of CTC Communication Corp.'s ("CTC's") Reply Declaration. In addition, a diskette that contains an electronic copy of this filing in Word is enclosed. Please date-stamp the extra copy of this filing and return it in the attached self-addressed, postage pre-paid envelope provided. Should you have any questions, please do not hesitate to contact me at (202) 424-7877.

Sincerely,

*Edward W. Kirsch*

Edward W. Kirsch  
Counsel for CTC Communications, Corp.

Enclosures

cc: DT 01-151 Service List (Electronically and U.S. Mail)

**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

<b>Verizon New Hampshire, Inc., d/b/a Verizon</b>	<b>)</b>	<b>Docket No. DT 01-151</b>
<b>New Hampshire, Section 271</b>	<b>)</b>	
<b>of the Telecommunications Act of 1996</b>	<b>)</b>	
<b>Compliance Filing</b>	<b>)</b>	

**REPLY DECLARATION OF CTC COMMUNICATIONS CORP.**

**INTRODUCTION**

Pursuant to the revised procedural schedule as issued by the Hearing Officer Paul Hartman in the above-referenced proceeding, CTC Communications Corp. ("CTC"), by its attorneys, hereby submits its Reply Declaration to Verizon New England, Inc. d/b/a Verizon New Hampshire's ("Verizon's") Section 271 Supplemental Checklist Declaration and Supplemental OSS Declaration, as filed with the New Hampshire Public Utilities Commission ("Commission") on November 14, 2001, and its compliance with the market opening measures embodied in the fourteen point Competitive Checklist<sup>1</sup> of the Telecommunications Act of 1996.<sup>2</sup>

**THE DECLARANTS**

1. My name is Russell Oliver. My business address is 220 Bear Hill Road, Waltham, MA 02451. I am employed by CTC as Vice President – Network Engineering and Operations. My responsibilities include network design and engineering, capacity planning, deployment of CTC's state-of-the-art fiber-optic network, collocation, data center operations, and 24 by 7 engineering support.

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<sup>1</sup> 47 U.S.C. § 271(c)(2)(B)(i-xiv) ("Competitive Checklist").

<sup>2</sup> Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 153 (1996), at § 271(c)(2)(B) ("Act"); 47 U.S.C. § 271(d)(2)(B).

2. My name is Michael H. Donnellan. My business address is 220 Bear Hill Road, Waltham, MA 02451. I have been employed by CTC since 1988 in a number of positions. I was named Vice President Operations for CTC in 1995. In that position my responsibilities include oversight of electronic OSS interfaces with Verizon, CTC customer care, provisioning, and carrier relations.

3. My name is Mark Handy. My business address is 360 Second Avenue, Waltham, MA 02451. I am employed by CTC as Revenue Assurance Manager. My responsibilities include validating vendor invoicing to CTC for accurate rates and charges as well as ensuring that CTC is recouping either revenue or credit, as appropriate, for all charges incurred.

4. My name is David Charbonneau. My business address is 335 Bear Hill Road, Waltham, MA 02451. I have been employed with CTC for approximately three years, and have held several positions at CTC. Presently, I am CTC's Associate Vice President of Deployment. In this capacity, I am responsible for overseeing the build out of CTC's fiber infrastructure and collocation arrangements.

#### **COMPETITIVE CHECKLIST ITEM 1 - INTERCONNECTION**

5. Competitive Checklist Item 1<sup>3</sup> requires Verizon to provide collocation "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements."<sup>4</sup> On October 15, 2001, CTC filed its Declaration in this proceeding in which CTC demonstrated that contrary to Verizon's assertions in its Checklist Declaration,<sup>5</sup> Verizon's practices regarding a

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<sup>3</sup> 47 U.S.C. § 271(c)(2)(B)(i) ("Competitive Checklist Item 1").

<sup>4</sup> 47 U.S.C. § 251(c)(6); *Verizon New England, Inc., d/b/a New Hampshire, Section 271 of the Telecommunications Act of 1996 Compliance Filing*, Verizon's Checklist Declaration, at ¶ 58 (July 31, 2001) ("Checklist Declaration").

<sup>5</sup> Checklist Declaration, at ¶ 86.

CLEC's termination and turnover of collocation space arrangements and related billing do not comport with its tariffs, the Act and Competitive Checklist Item 1.<sup>6</sup>

6. Subsequent to filing its Declaration, CTC discovered email messages that lend further support to CTC's position and indicate that CTC's statements in paragraphs 9 and 13 of its Declaration regarding the date of CTC's first formal meeting with Verizon to discuss these issues were inaccurate. Specifically, CTC stated in paragraphs 9 and 13 of its Declaration that CTC and Verizon "conducted a formal meeting" on December 18, 2000 regarding termination of various collocation arrangements. The formal meeting referred to in these paragraphs actually occurred on January 7, 2001. Tony Yanez, Verizon Vice President Wholesale Account Management and Georgene Horton, Director Account Management, participated in the January 7, 2001 meeting with CTC's Michael Donnellan. Other than the date of the formal meeting, CTC's statements in its Declaration regarding all other matters is accurate.

7. Although no "formal meeting" took place in December, 2000 regarding the collocation dispute, CTC's Michael Donnellan sent an email and spreadsheet to Verizon's Georgene Horton on December 19, 2000. The spreadsheet provided detailed information regarding the collocation arrangements that CTC desired to terminate. The spreadsheet and December 19<sup>th</sup> email were provided to all Parties with CTC's response to Verizon's Data Request VZ-CTC 1-2. As CTC demonstrated in its Declaration, despite CTC's good faith efforts to resolve the matter, Verizon has improperly continued to demand payment for non-recurring charges related to many collocation arrangements that were never turned over to CTC, including the following New Hampshire collocation arrangement, 762 North Main Street, Laconia, N.H. 03246.

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<sup>6</sup> CTC's Declaration, at ¶¶ 5-13.

8. Pursuant to Section 28.3.1 of Verizon's FCC No. 11 Tariff and Verizon policy, in the event a CLEC vacates its collocation arrangement, Verizon will credit the CLEC with "the remaining unamortized amount of the Space and Facility nonrecurring charge upon subsequent occupancy" of the collocation space by another CLEC or Verizon. CTC has not received any credits for the collocation arrangements returned to Verizon.

**COMPETITIVE CHECKLIST ITEM 2 (NON-DISCRIMINATION) AND ITEM 4  
(LOCAL LOOPS) AND ITEM 5 (LOCAL TRANSPORT)**

**Verizon's Practices Do Not Conform To The Commission's Dark Fiber Order**

9. Pursuant to Section 251(c)(3), the Commission established "just" and "reasonable" terms for unbundled dark fiber provided by Verizon in Order No. 22,942.<sup>7</sup> That Order and Verizon's SGAT require that Verizon provide a written reply to a CLEC's written inquiry regarding dark fiber availability "within thirty (30) days from receipt of the [CLEC's] request" when Verizon deems unbundled dark fiber not available that includes specific reasons why the request cannot be granted including the following information:

total number of fiber sheath and strands between points on the requested routes, number of strands currently in use and the transmission speed on each strand (e.g. OC-3, OC-48), the number of strands in use by other carriers, the number of strands reserved for Bell Atlantic's use, the number of strands lit in each of the three preceding years, the estimated completion date of any construction jobs planned for the next two years or currently underway, and an offer of any alternate route with available dark fiber. In addition, for fibers currently in use, Bell Atlantic shall specify if the fiber is being used to provide non-revenue producing services such as emergency service restoration, maintenance and/or repair.

Dark Fiber Order, at 8 (emphasis added); Verizon's SGAT, at § 5.16.2(E).

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<sup>7</sup> *Order Finding Dark Fiber Subject to the Unbundling Requirement of Section 251 of the Telecommunications Act of 1996*, Order No. 22,942, DE 97-229, at 9 (May 19, 1998) ("Dark Fiber Order").

10. In its Supplemental Declaration, Verizon misleadingly relies on one instance when it provided at least some of the information required by the Dark Fiber Order to Freedom Ring Communications, L.L.C. d/b/a BayRing Communications ("BayRing") to assert that Verizon "has provided a level of detail consistent with the Commission's [Order]."<sup>8</sup> Notwithstanding the Commission's explicit direction in the Dark Fiber Order, Verizon has routinely failed to provide a written reply to CTC and other CLECs containing the specific information set forth above when it denies a CLEC request for unbundled dark fiber. On October 23, 2001, Verizon denied a CTC request for dark fiber from Concord, NH to Manchester, NH, and a second CTC request for dark fiber from Concord, NH to Keene, NH.<sup>9</sup> With respect to both of these requests for dark fiber, Verizon's sole reply was that there were "NO FIBERS AVAILABLE." Verizon failed to provide *any* of the information required by the Dark Fiber Order, including but not limited to, the number of strands reserved by Verizon, the total number of fiber sheath and strands between points on the requested routes, and the number of strands currently in use and the transmission speed on each strand. This information is essential in order for a CLEC to assess the veracity of a claim by Verizon that dark fiber is not "available" on a particular route. Most importantly, Verizon also failed to provide "an offer of any alternate route with available dark fiber" within 30 days of rejecting CTC's dark fiber requests as required by the Commission's Dark Fiber Order and Verizon's SGAT. Absent this information, a CLEC must make a separate inquiry regarding each potential route to determine if

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<sup>8</sup> Verizon's Supplemental Checklist Declaration, at ¶ 102.

<sup>9</sup> The Dark Fiber Inquiry Forms submitted by CTC and Verizon's subsequent rejection of the requests are attached to CTC's Reply Declaration as Attachment CTC-04(A) and (B).



an alternate route is available.<sup>10</sup> This is unworkable because of the large number of possible routes and frustrates a CLEC's ability to obtain dark fiber as a practical matter.

11. CTC's experience with Verizon's failure to adhere to the Dark Fiber Order is not unique; rather, Verizon has failed to provide the information required by the Commission's Dark Fiber Order to other CLECs including BayRing. As reflected in BayRing's Reply Declaration, in two out of three instances in which Verizon rejected BayRing's dark fiber requests, Verizon did not provide *any* of the information required by the Commission's Dark Fiber Order, while in the third instance, Verizon provided the required information only after repeated demands by BayRing that Verizon comply with the Dark Fiber Order.<sup>11</sup> Contrary to Verizon's facile assertion that it "has provided a level of detail consistent with the Commission's [Order],"<sup>12</sup> Verizon's failure to provide the information required by the Dark Fiber Order 80 percent of the time cannot be viewed as conduct "consistent" with the Commission's Dark Fiber Order. In sum, Verizon's failure to provide CLECs with the information required by the Order frustrates a CLEC's ability to discern whether dark fiber is truly unavailable on a particular route and where it may be available on an alternate route. Accordingly, Verizon's practices do not conform to the Commission's Dark Fiber Order and the requirements of the Section 271 Competitive Checklist.

12. Verizon's failure to provide an offer of any alternate dark fiber route as required by the Dark Fiber Order when Verizon rejects a CLEC's request may explain in part the high reject rate CLECs have experienced in requesting dark fiber from Verizon in New Hampshire. As noted above, absent information from Verizon regarding alternate routes, a CLEC must make

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<sup>10</sup> Verizon's SGAT, at § 5.16.2(B) ("Each inquiry must specify two locations only. Additional locations with require additional requests."). CTC provided Verizon's New Hampshire SGAT as Attachment CTC-03 to its Declaration filed on October 1, 2001.

<sup>11</sup> BayRing Reply Declaration, at ¶¶ 36-37.

a separate inquiry regarding each potential route out of a large number of possible routes to determine if an alternate route is available. In short, the CLEC in this situation is forced to search for the proverbial “needle in the haystack” and hope that by chance it requests a viable alternate route when this information is readily available to Verizon. This “needle in the haystack” process was not envisioned by the Commission’s Dark Fiber Order and may explain in part the fact that Verizon has rejected a phenomenal 90 out of 107 (84 percent) CLEC inquiries for dark fiber between January 2000 and July 2001.

### **Verizon’s Dark Fiber Repair Policy Is Discriminatory**

13. In its Supplemental Checklist Declaration, Verizon claims that Verizon and “its affiliates have no advantage over [CLECs] regarding the availability or provisioning of [dark] fiber.”<sup>13</sup> Contrary to Verizon’s assertion, Verizon’s repair policies for dark fiber are discriminatory and effectively result in less fiber availability for CLECs as a practical matter. The transmission characteristics of dark fiber will often degrade over time such that fiber that is useful when installed will become unusable over time due to weather factors, accidental damage, repair activities and other factors.<sup>14</sup> In such situations, if Verizon is using the installed fiber for its own purposes, Verizon will routinely make the needed repairs to the fiber to restore its transmission characteristics to a usable level.<sup>15</sup> In sharp contrast, if a CLEC has requested spare dark fiber strands or has leased unbundled dark fiber strands from Verizon, Verizon refuses to

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<sup>12</sup> Verizon’s Supplemental Checklist Declaration, at ¶ 102.

<sup>13</sup> Verizon’s Supplemental Checklist Declaration, at ¶ 109.

<sup>14</sup> Verizon’s responses to Conversent’s data requests, Response VZ-22 (“Over time, the transmission characteristics of the fiber may deteriorate due to weather factors, accidental damage, and repair activities.”).

<sup>15</sup> See, e.g., Verizon’s responses to Conversent’s data requests, Response VZ-20 (“For emergency repairs and service restoration Verizon also splices sections of new fiber cable around a section of damaged cable” for fiber used by Verizon.); VZ-29 (For dark fiber used by Verizon, “Verizon repairs or restores fiber strands [for its own use] when a fiber cable is damaged.”); VZ-35 (If the db loss for fiber “is too great for the services Verizon intends to provide over that system, Verizon will add an optical repeater to the system’s design.”).

make any repairs to the dark fiber strands with the possible exception of the cleaning or retrofitting of connectors.<sup>16</sup> Additionally, Verizon also prohibits CLECs from performing their own repair work on degraded strands. Verizon's policies are not only discriminatory, but also place CLECs at a competitive disadvantage because degraded fiber may ultimately adversely impact the CLEC's quality of service. Depending on the seriousness of the degradation, the fiber may in fact be unusable by the CLEC. Verizon's failure to repair unbundled dark fiber strands for CLECs or to permit CLECs to repair their leased unbundled dark fiber ultimately results in less dark fiber availability for CLECs. Further, Verizon's refusal to repair dark fiber for CLECs is difficult to explain when contrasted with its policy regarding the leasing of unbundled copper loops or interoffice facilities. Verizon will repair loops and interoffice facilities; however, it refuses to repair dark fiber. In sum, Verizon's practices regarding dark fiber are discriminatory because Verizon will repair degraded dark fiber that it is using or has reserved for its own purposes; however, Verizon will not repair degraded dark fiber for CLEC, even if the CLEC will pay for the repair.

14. Verizon's policy of refusing to repair degraded dark fiber is particularly problematic if a CLEC has leased dark fiber from Verizon and during the term of the lease, the fiber degrades, making it unusable to the CLEC. Given Verizon's refusal to repair or to allow the CLEC to repair, this places the CLEC in the position of running an unacceptable risk of service impairment or even a service outage when degraded dark fiber is used in its network. Such a refusal to repair or to permit repair is both anti-competitive and inconsistent with industry practice.

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<sup>16</sup> Verizon's SGAT, at §§ 5.16.6(C) - (D); 5.16.7(F) (Verizon "will not re-terminate or re-splice fibers in order to improve transmission characteristics."); *See, e.g.*, Verizon's responses to Conversent's data requests, Response VZ-28 (Verizon "will not retrofit or restore dark fiber that it delivers to CLECs.").

**Verizon's Refusal To Include In Its Inventory Dark Fiber That Is Not Currently Terminated At Both Ends Results In An Understatement Of The Available Dark Fiber**

15. In its Supplemental Checklist Declaration, Verizon claims that Verizon and "its affiliates have no advantage over [CLECs] regarding the availability or provisioning of [dark] fiber."<sup>17</sup> Contrary to Verizon's assertion, Verizon's policies regarding the inventory of dark fiber that is available to CLECs are discriminatory and effectively result in less fiber available to CLECs as a practical matter. Verizon will not make dark fiber available to CLECs where the fiber is located in a cable vault, manhole, or other location outside the Verizon wire center and is not terminated.<sup>18</sup> Further, Verizon admitted in the Rhode Island Section 271 proceeding that when Verizon constructs and installs fiber routes, the fiber is not inventoried and is not available to CLECs "until it is terminated at both ends along the route."<sup>19</sup> These practices result in Verizon grossly understating the amount of dark fiber that should be characterized by Verizon as "available" to requesting CLECs as unbundled network elements. Such fiber is usable by Verizon, and should be considered usable by CLECs. Moreover, while such dark fiber is available to Verizon, Verizon does not count fiber that is not terminated in calculating how much dark fiber it may reserve for maintenance and other purposes, resulting in excessive quantities of "reserved" fibers that are available to Verizon but not to CLECs. In fact, Verizon's onerous policies regarding the dark fiber it considers part of the inventory available to CLECs may explain in part the phenomenal rejection rate of 84 percent CLECs have experienced in

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<sup>17</sup> Verizon's Supplemental Checklist Declaration, at ¶ 109.

<sup>18</sup> Verizon's Proposed Interconnection Agreement, §§ 8.5.2, and 8.5.5 ("Unused fibers located in a cable vault or a controlled environmental vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to CLEC."). Verizon's proposed dark fiber terms and conditions are provided as Attachment CTC-05.

<sup>19</sup> Rhode Island Section 271 Transcript, Oct. 10, 2001, at 195:1-8. The relevant page of the transcript is provided in Attachment CTC-06.

requesting dark fiber from Verizon in New Hampshire. The 84 percent rejection rate for CLEC dark fiber inquiries is especially troubling in light of the fact that Verizon has proposed that its forward looking utilization factor for dark fiber is 50 percent.<sup>20</sup> Verizon's representation in its cost study that 50 percent of its dark fiber, at a minimum, is not being utilized, is wholly inconsistent with the fact that dark fiber is rarely available to CLECs in New Hampshire. Accordingly, Verizon's dark fiber inventory practices do not comport with the Section 271 Competitive Checklist and its obligations under Section 251(c)(3) of the Act.

#### **OPERATIONS SUPPORT SYSTEMS ("OSS")**

16. In CTC's Declaration, CTC established that contrary to Verizon's assertions that it provides accurate wholesale bills to CLECs,<sup>21</sup> CTC has experienced chronic problems with the timeliness and accuracy of wholesale bills provided by Verizon.<sup>22</sup> For example, CTC has been charged the month to month rate for T1 and T3 access circuits ordered from Verizon, despite the fact that these circuits were ordered at a lower rate under a sixty or eighty-four month term.<sup>23</sup> CTC first raised this problem with Verizon in March, 2001. Approximately eight months after CTC brought these errors to Verizon's attention, Verizon has yet to correct its on-going billing problem and has not provided a full credit for many of these overcharges.

17. In its Supplemental Checklist Declaration, Verizon admits that "due to manual errors on the part of some Verizon service representatives . . . certain service orders were incorrectly coded for month-to-month billing instead of the longer term commitment rates

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<sup>20</sup> See, DT 01-206, Dark Fiber Workpapers, Workpaper 1.1, Part E.

<sup>21</sup> Verizon's OSS Declaration, at ¶¶ 113-114; Verizon's Supplemental OSS Declaration, at ¶ 11.

<sup>22</sup> CTC Declaration, at ¶ 18.

<sup>23</sup> Id.

ordered by CTC.”<sup>24</sup> Verizon also alleges, however, that “[i]n other cases the orders were submitted incorrectly by CTC.”<sup>25</sup> Verizon’s allegation of shared responsibility for these errors is demonstrably false in the majority of occurrences, if not all occurrences. Except for a few early orders, CTC generated these T1/T3 service orders using an electronic system that by default sets the term field to seven (7) years. CTC believes that only in a rare instance, if any, was the term field inaccurately populated by CTC. Most likely, a Verizon employee failed to populate the term field while entering CTC’s properly completed orders into Verizon’s system.

18. This completes CTC’s Declaration.

Counsel for CTC Communications Corp.

By: Edward W. Kirsch  
Eric J. Branfman  
Edward W. Kirsch

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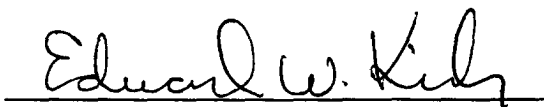
<sup>24</sup> Verizon’s Supplemental OSS Declaration, at ¶ 11.

<sup>25</sup> Id.

November 27, 2001

**CERTIFICATE OF SERVICE**

I certify that I have served a copy of CTC Communication Corp.'s Reply Declaration in Docket No. DT 01-151 upon the entities and persons set forth in the attached Service List electronically and via U.S. mail, this 27th day of November 2001.

A handwritten signature in cursive script, reading "Edward W. Kirsch", is written over a horizontal line.

Edward W. Kirsch



**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

\_\_\_\_\_  
Verizon-NH )  
271 Application )  
\_\_\_\_\_ )

**Docket No. DT 01-151**

**SERVICE LIST**

THOMAS B GETZ  
EXEC DIRECTOR & SECRETARY  
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WASHINGTON, DC 20005

389421

**ATTACHMENT**

**CTC 04**

**Dark Fiber Inquiry Form**
**Inquiry Number:**
**CTCNRHNSO-10-9-1M**
**CLEC Section** (E-mail form to [une.dfi@verizon.com](mailto:une.dfi@verizon.com))

CLEC Name	<u>CTC Communications</u>	Date Sent	<u>10/09/01</u>
CLEC Contact	<u>Craig Cucchiara</u>	Tel Number	<u>781.522.8667</u>
Street	<u>220 Bear Hill Rd</u>	Fax Number	<u>781.522.8798</u>
Floor/Room		E-Mail	<u>ccucchiara@ctcnet.com</u>
City & State	<u>Waltham MA 02451</u>		

**Location Information Section**

Primary Location	<u>VZ Central Office</u>	POI CLLI	<u>CNCRNHSO</u>
Street	<u>12 South St</u>	LATA	<u>122</u>
City & State	<u>Concord NH 03301</u>		
Additional Information			

Secondary Location	<u>CTC Central Office</u>	XPOI CLLI	<u>MNCHNHCO</u>
Street	<u>25 Concord St</u>	NPA-NXX	<u>603-385</u>
City & State	<u>Manchester NH 03101</u>		
Additional Information			

**Number Of Fiber Pairs Required (Each Pair Equals 2 Strands)** 1
**Service Delivery Engineer (SDE) Information Section**

Date Received	<u>10-09-01</u>	Date Forward to Engineering	<u>10-09-01</u>
SDE	<u>Michelle Lawrence</u>	Tel Number	<u>617 743-6748</u>
Street	<u>125 High St., RM 1256</u>	FAX Number	<u>617 261-6461</u>
City & State	<u>Boston, MA 02110</u>	E-Mail	<u>michelle.b.lawrence@verizon.com</u>
Date Reply To CLEC	<u>10/29/01</u>		

**Engineering Information Section**

Date Received	<u>10/23/01</u>	Reply To SDE By	<u>10/25/01</u>
Engineer	<u>Harv Tasch</u>	Reply Date	<u>10/23/01</u>
Street	<u>240 East 38<sup>th</sup> Street</u>	Tel Number	
City & State	<u>New York, NY, 10016</u>	FAX Number	
Organization	<u>IOF Planning</u>	E-Mail	
Comments	<u>DIRECT ROUTE: MNCHNHCO-CNCRNHSO</u> <u>NO FIBERS AVAILABLE</u>		

**Fibers Available To Meet Request (Y/N)** N **If NO, Number Of Fiber Pairs** \_\_\_\_\_

**To Be Completed By Engineering:**

Description	Miles	Work Activity (Hours)
Mileage for Available Dark Fiber		
Planning Engineer Hours – TM1DA (North Only)		0.5
Design Engineer Hours – TM1DB (North Only)		

**NOTICE:** This does not constitute an order for Dark Fiber. To order available Dark Fiber, the CLEC must follow-up with an ASR delivered to Verizon as soon as possible following notification of availability. Until an ASR is received by Verizon, Dark Fiber remains in inventory and available for Verizon use and/or to meet other CLEC requests. Verizon does not reserve Dark Fiber.

Information contained in this response is based solely upon a review of Verizon's cable records. Verizon makes no representation or warranty regarding the accuracy or completeness of such records. The CLEC has the option of requesting Verizon perform a field survey at the CLEC's expense to verify Dark Fiber availability. Should the CLEC decline the field survey and place an order for Dark Fiber based solely on the information contained in this response, the CLEC assumes all risks of relying on such records.

**verizon****Dark Fiber Inquiry Form**

Inquiry Number:

CTC Communications

**CLEC Section** (E-mail form to [une.dfi@verizon.com](mailto:une.dfi@verizon.com))

CLEC Name	<u>CTC Communications</u>	Date Sent	<u>10/09/01</u>
CLEC Contact	<u>Craig Cucchiara</u>	Tel Number	<u>781.522.8667</u>
Street	<u>220 Bear Hill Rd</u>	Fax Number	<u>781.522.8798</u>
Floor/Room	<u></u>	E-Mail	<u>ccucchiara@ctcnet.com</u>
City & State	<u>Waltham MA 02451</u>		

**Location Information Section**

Primary Location	<u>VZ Central Office</u>	POI CLLI	<u>CNCRNH50</u>
Street	<u>12 South St</u>	LATA	<u>122</u>
City & State	<u>Concord NH 03301</u>		
Additional Information	<u></u>		
Secondary Location	<u>CTC Central Office</u>	XPOI CLLI	<u>KEENNHWA</u>
Street	<u>64 Washington St</u>	NPA-NXX	<u>603-357</u>
City & State	<u>Keene NH 03431</u>		
Additional Information	<u></u>		

Number Of Fiber Pairs Required (Each Pair Equals 2 Strands) 1**Service Delivery Engineer (SDE) Information Section**

Date Received	<u>10-09-01</u>	Date Forward to Engineering	<u>10-09-01</u>
SDE	<u>Michelle Lawrence</u>	Tel Number	<u>617 743-6748</u>
Street	<u>125 High St., RM 1256</u>	FAX Number	<u>617 261-6461</u>
City & State	<u>Boston, MA 02110</u>	E-Mail	<u>michelle.b.lawrence@verizon.com</u>
Date Reply To CLEC	<u>10/29/01</u>		

**Engineering Information Section**

Date Received	<u>10/9/01</u>	Reply To SDE By	<u>10/25/01</u>
Engineer	<u>Harv Tasch</u>	Reply Date	<u>10/23/01</u>
Street	<u>240 W 38<sup>th</sup> Street</u>	Tel Number	<u></u>
City & State	<u>New York, NY, 10016</u>	FAX Number	<u></u>
Organization	<u>IOF planning</u>	E-Mail	<u></u>
Comments	<u>NO DIRECT: CNCRNH50-MNCHNHCO-BDFRNHFR-MLFRNH50-PTRBNHCO-KEENHWA</u>		
	<u>NO FIBERS AVAILABLE</u>		

Fibers Available To Meet Request (Y/N) NIf NO, Number Of Fiber Pairs **To Be Completed By Engineering:**

Description	Miles	Work Activity (Hours)
Mileage for Available Dark Fiber		
Planning Engineer Hours – TM1DA (North Only)		0.5
Design Engineer Hours – TM1DB (North Only)		

**NOTICE:** This does not constitute an order for Dark Fiber. To order available Dark Fiber, the CLEC must follow-up with an ASR delivered to Verizon as soon as possible following notification of availability. Until an ASR is received by Verizon, Dark Fiber remains in inventory and available for Verizon use and/or to meet other CLEC requests. Verizon does not reserve Dark Fiber.

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**ATTACHMENT**

**CTC 05**

## **ATTACHMENT CTC 05**

### **[Verizon's Proposed Interconnection Agreement, Dark Fiber Terms]**

#### **8. Dark Fiber**

**[FOR NY, MA & CT ONLY – delete the remaining subsections of Section 8 below if for NY, MA, OR CT]:**

- 8.1 Subject to the conditions set forth in Section 1 of this Attachment, Verizon shall provide \*\*CLEC with access to Dark Fiber (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in Verizon's [NYPSC No. 916 Tariff] [DTE No. 17 Tariff] [[CT Tariff No. 12], as amended from time to time, that relate to or concern Dark Fiber, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Verizon will provide \*\*CLEC access to Dark Fiber, including Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF, in accordance with, but only to the extent required by, Applicable Law.

#### **[8.1 FOR ALL OTHER STATES]:**

Access to unbundled Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF (collectively, "Dark Fiber") will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law.

- 8.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel, located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.
- 8.3 A "Dark Fiber Subloop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services.
- 8.4 "Dark Fiber Interoffice Facilities (IOF)" consist of continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) Verizon's Accessible Terminals at two Verizon Central Offices or (b) a Verizon Accessible Terminal at a Verizon Central Office and a \*\*CLEC Central Office, but in either case, that have not been activated through connection to multiplexing, aggregation or other electronics that "light" it and thereby render it capable of carrying Telecommunications Services.



8.5 In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber generally, including Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF as appropriate:

8.5.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to \*\*CLEC's collocation arrangement located in that same Verizon Central Office, and the other end terminates at the Customer premise.

Verizon shall be required to provide a Dark Fiber Subloop only where (1) one end of the Dark Fiber Subloop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to \*\*CLEC's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to \*\*CLEC's collocation arrangement or adjacent structure, or (2) one end of the Dark Fiber Subloop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to \*\*CLEC's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Subloop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to \*\*CLEC's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to \*\*CLEC's collocation arrangement or adjacent structure.

With respect to Dark Fiber Loops and Dark Fiber Subloops, a \*\*CLEC demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A \*\*CLEC demarcation point at a Customer premise shall be established at a location that is no more than thirty (30) feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Subloop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Subloop to the Sprint demarcation point by installing a fiber jumper no greater than thirty (30) feet in length.

Verizon shall be required to provide Dark Fiber IOF only where (1) one end of the Dark Fiber IOF terminates at a Verizon Accessible Terminal in a Verizon Central Office that can be cross-connected to \*\*CLEC's collocation arrangement located in that same Verizon Central Office and the other end terminates at a Verizon Accessible Terminal in another Verizon Central Office that can be cross-connected to \*\*CLEC's collocation arrangement located in that same Verizon Central Office, or (2) one end of the Dark Fiber IOF terminates at a Verizon Accessible Terminal in a Verizon Central Office that can be cross-connected to \*\*CLEC's collocation arrangement located in that same Verizon Central Office and the other end terminates in a \*\*CLEC Central Office.

With respect to Dark Fiber IOF, a \*\*CLEC demarcation point at a \*\*CLEC Central Office shall be established at a location that is no more than thirty (30) feet from Verizon's Accessible Terminal on which the Dark

Fiber IOF terminates.

- 8.5.2 \*\*CLEC may access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF, and \*\*CLEC may not access a Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or splice case. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to \*\*CLEC.
- 8.5.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.5.4 Verizon shall perform all work necessary to install: (1) a cross connection or a fiber jumper from Verizon's Accessible Terminal to a \*\*CLEC collocation arrangement or (2) from a Verizon Accessible Terminal to \*\*CLEC's demarcation point at a Customer premise.
- 8.5.5 At the Customer premise, unused fibers are not available to \*\*CLEC pursuant to this Attachment unless such fibers terminate on a Verizon Accessible Terminal, such as a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to \*\*CLEC.
- 8.5.6 A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of \*\*CLEC's completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether the Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF requested by \*\*CLEC may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of \*\*CLEC's request, indicating whether the requested Dark Fiber Loop, Dark Fiber Subloop or Dark Fiber IOF may be available based on the records search, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different response interval.
- 8.5.7 \*\*CLEC shall order Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 8.5.8 Access to Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF that terminate in a Verizon premise must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.5.9 Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF will be offered to \*\*CLEC in the condition that they are available in Verizon's network at the time that \*\*CLEC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for \*\*CLEC's use.

- 8.5.10 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF and, therefore, will not be offered to \*\*CLEC as Dark Fiber.
- 8.5.11 Dark Fiber that has been assigned to fulfill a Customer order, or for maintenance purposes, or allocated for near term Customer growth is not spare Dark Fiber and will not be offered to \*\*CLEC as Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.
- 8.5.12 \*\*CLEC shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Subloops and Dark Fiber IOF.
- 8.5.13 \*\*CLEC may not resell Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF purchased pursuant to this Attachment to third parties.
- 8.5.14 Except to the extent permitted by Applicable Law, \*\*CLEC shall not use Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF as a substitute for special or switched access services.
- 8.5.15 In order for Verizon to preserve the efficiency of its network, Verizon will limit \*\*CLEC to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
  - 8.5.15.1 Revoke Dark Fiber leased to \*\*CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to \*\*CLEC; and
  - 8.5.15.2 Revoke Dark Fiber leased to \*\*CLEC upon a showing to the Commission that \*\*CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.
  - 8.5.15.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a \*\*CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than \*\*CLEC, or impair Verizon's ability to meet a legal obligation.
- 8.5.16 \*\*CLEC may not reserve Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF.
- 8.5.17 \*\*CLEC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF accommodate the requirements of \*\*CLEC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF to transmit

Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting \*\*CLEC's collocation arrangements with any proper optical cross connects or other equipment that \*\*CLEC needs to access Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF before it submits an order for such access.

- 8.5.18 \*\*CLEC is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to fiber that has been broken. Verizon will not repair Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF that are/is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loops, Dark Fiber Subloops or Dark Fiber IOF have changed.
- 8.5.19 \*\*CLEC is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of \*\*CLEC.

**ATTACHMENT**

**CTC 06**

195

1 MS. DETCH: Are you talking about dark  
2 fiber loop customer premises?

3 MR. BRANFMAN: Yes.

4 MS. DETCH: It's my understanding when  
5 Verizon constructs and installs fiber routes the  
6 fiber is not inventoried and available to Verizon  
7 or any other customer until it's terminated at  
8 both ends along the route.

9 MR. BRANFMAN: Does Verizon continually  
10 terminate fiber at an accessible -- I'm talking  
11 about interoffice fiber, before it is required  
12 for serving customers?

13 MS. DETCH: It's my understanding that  
14 if Verizon constructs and installs fiber between  
15 central offices, the fiber's terminated at each  
16 central office. Again, they don't leave it  
17 partially constructed.

18 MR. BRANFMAN: Going back to the dark  
19 fiber inquiry form that we've been looking at,  
20 can you determine whether this is the particular  
21 inquiry that you checked about over the  
22 telephone?

23 MS. DETCH: No, I'd have to actually go  
24 and have them pull all the records for me.

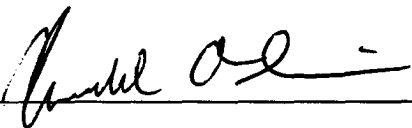
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on November 26, 2001

A handwritten signature in black ink, appearing to read "Donald C. Chene", is written over a horizontal line.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on November 26, 2001

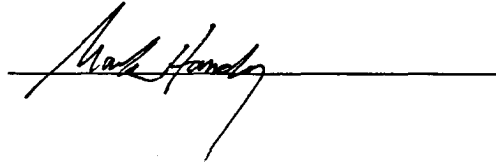


A handwritten signature in black ink, appearing to read "Michael O'Leary", is written over a horizontal line.



I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on November 26, 2001

A handwritten signature in dark ink, appearing to read "Mark Handberg", is written over a horizontal line. The signature is cursive and somewhat stylized, with the first name "Mark" being more legible than the last name "Handberg".

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate.

Executed on November 26, 2001

A handwritten signature in black ink, appearing to be "M. J. H. S. O.", written over a horizontal line.

